



Embassy of the United States of America
General Services Office
Procurement and Contracting Section
Asunción December 22, 2006

To all Prospective Offerors

Dear Prospective Offeror:

SUBJECT: Solicitation Number **S-PA100-06-R-0001 for HEALTH CARE Services**

The Embassy of the United States of America invites you to submit a proposal for customized **HEALTH CARE Services to cover Locally Employed (LE) Staff at American Embassy Asunción.**

The Embassy intends to conduct a pre-proposal conference, and all prospective offerors who have received a solicitation package will be invited to attend. See Section L of the attached Request for Proposals (RFP).

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" to the **Contracting Officer: Scott Bowers, 1776 Mariscal López Ave** on or before **11:00 a.m. on February 12, 2007**. No proposal will be accepted after this time.

In order for a proposal to be considered, you must also complete and submit the following:

1. SF-33
2. Section B, Pricing Schedule
3. Section B, Retention Amounts in B.3 and B.7
3. Section K, Representations and Certifications;
4. Any additional information as required in Section L or elsewhere in the solicitation.

Direct any questions regarding this solicitation to me by letter (at address above), fax (at #213-878) or e-mail (at BowersSR@state.gov).

Please note: proposals that contain more benefits (even if there is no increase in cost) or fewer benefits than those stated in the solicitation may be deemed technically unacceptable.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Scott Bowers
Contracting Officer

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 64	
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. S-PA100-06-R-0001		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED 12/22/2006		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY American Embassy – Asunción 1776 Mariscal López Ave – Asunción, Paraguay Phone: 213-715 Fax: 213-878				CODE		8. ADDRESS OFFER TO (If other than item 7)			
NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".									
SOLICITATION									
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in <u>the American Embassy - Asuncion</u> until <u>11:00</u> local time <u>02/12/2007</u> . (hour) (date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1 Deviation. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME: Reinaldo J. Farina or Scott Bowers				B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) 213-715 (extension 2188 or 2180)			
11. TABLE OF CONTENTS									
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OFFER (Must be fully completed by offeror)									
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEM NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	
24. ADMINISTRATION BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type of print)				27. UNITED STATES OF AMERICA				28. AWARD DATE	

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

SECTION B
PART I PRICE - HEALTH INSURANCE

B.1. Health Insurance Services.

The Contractor shall provide Health Insurance services to employees of the Government of the United States of America in **Paraguay**. The groups of employees who shall be provided this insurance are listed in C.1.2. This insurance shall be provided in accordance with Section C and the Exhibit(s) in Section J.

B.2. Prices.

This is a fixed price with economic price adjustment requirements type contract under which will be issued firm, fixed-price task orders. The fixed prices/premium rates (in local currency) for the health insurance services as specified in Section C and Exhibit A of Section J are as follows:

*** Note to Offerors/Contractors:** VAT is not applicable at this time to the USG Share (see clause C.1.) due to a Government Of Paraguay (GOP) tax exemption, so Contractor shall not charge for VAT to the USG share while GOP Law No. 110/92 from GOP's Ministry of Finance exempting for VAT charges is in effect. VAT charge however, is not exempted to the Employee' share and shall be included in the invoice.

B.2.1. BASE YEAR OF CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee
Single Employees (Self only)	--	--
Family Plan	160	
VAT (IVA)-----		
SUBTOTAL		

Total Price for Base Year (Subtotal x 26):	
--	--

B.2.2. FIRST OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee
Single Employees (Self only)	--	--
Family Plan	160	
VAT (IVA)-----		
SUBTOTAL		

Total Price for Base Year (Subtotal x 26):	
--	--

B.2.3. SECOND OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee
Single Employees (Self only)	--	--
Family Plan	160	
VAT (IVA)-----		
SUBTOTAL		

Total Price for Base Year (Subtotal x 26):	
--	--

B.2.4. THIRD OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee
Single Employees (Self only)	--	--
Family Plan	160	
VAT (IVA)-----		
SUBTOTAL		

Total Price for Base Year (Subtotal x 26):	
--	--

B.2.5. FOURTH OPTION YEAR OF THE CONTRACT:

Bi-Weekly Rates Per Employee:

Category	Estimated Number of Employees	Rate per Employee
Single Employees (Self only)	--	--
Family Plan	160	
VAT (IVA)-----		
SUBTOTAL		

Total Price for Base Year (Subtotal x 26):	
--	--

GRAND TOTAL BASE PERIOD PLUS OPTION YEARS: _____

B.3 Administrative Retention Amounts

B.3.1 If the Contractor requests a price adjustment under B.4 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.2. This retention amount will not be adjusted for any reason.

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit. Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid to the health care provider/claimant.

B.3.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

NOTE TO OFFEROR - Fill in the fixed retention amounts for each period of performance and for each category of premium. This fixed amount must be expressed in the currency in which the premium amount is proposed. The fixed retention amount shall NOT be expressed in terms of a percentage of the premium. [Remove this note from the final contract].

B.3.2 Retention Amounts **per separate premium paid** per single employee and per family plan.

Period of Performance	Single Employees (Self Only)	Family Plan
Base Period	---	
Option Year 1	---	
Option Year 2	---	

Option Year 3	---	
Option Year 4	---	
GRAND TOTAL		

B.4. Economic Price Adjustment-Health Insurance Premiums.

B.4.1. Premium Adjustment based on Experience - For health insurance, prices may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during the first twelve months. After such time, the contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the contractor agrees to provide the Government a balance sheet showing two main components for the time period: (1) receipts (premiums received) minus the retention amount and (2) claims paid. The retention amount is not subject to adjustment. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.4.2. Premium Adjustment Based on Laws - The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The contractor agrees to provide all documentation necessary to support any requested adjustment.

B.4.2.1 Employee Pool – This clause is only in effect if the contractor included details in its offer regarding a pooling arrangement, of which this contract is a part.

Before any adjustment is made under this price adjustment clause, the Contractor must include in its proposal for adjustment, details setting forth how the pool impacts the request for equitable adjustment.

SECTION C
DESCRIPTION/SPECIFICATION/WORK STATEMENT

PART I - HEALTH INSURANCE

C.1. Health Insurance Services.

The Government of the United States of America requires Health Insurance coverage for its employees as further described in C.1.2 in **Paraguay**. The Government has determined that the prevailing practice by employers in **Paraguay** is to provide for their employees health insurance protection and that the cost of such insurance protection is usually borne by both the employee (15%) and the employer (85%). Health insurance protection will be representative of locally prevailing compensation practice as further described in C.1.2. The specific health benefit coverage is set forth in Section C and the Exhibits in Section J.

The Contractor shall insure that health care under this Contractor does not exclude HIV/AIDS care, unless exclusion has been authorized by HR/OE/CMD.

C.1.1 Employee and Dependent Health Services Benefits.

The health benefits are described in section C.1.1. Contractors that contain more benefits (even if there is no increase in cost) or fewer benefits than stated in the solicitation may be deemed technically unacceptable. There is no distinction of coverage for the employees and dependents identified in C1.3 and C.1.5.

- C.1.1.1. Hospitalization – 100% coverage of room and board expenses for a standard ward room, semi-private room, or private room; disposable/expendable medical supplies, medicines, utilitarian materials, hospital gatch-beds, a regular bed for an attendant, private bath, air conditioning, oxygen provision, aspiration equipment, etc.
- C.1.1.1.1. Medical Staff and Health Care Facilities: Proposals should include names of the medical staff members with their respective specialties in Section J, Exhibit A. Medical interventions shall be rendered by the Contractor's physicians or medical staff members, or by an outside professional if recommended by the Contractor's physician and agreed to by the beneficiary. The beneficiary shall be responsible for obtaining any such recommendations for outside treatment in writing in advance from the Contractor's physician.
- C.1.1.1.2. If because of the seriousness of a beneficiary's case, it should be necessary, in the opinion of the Contractor's physician or medical staff member, to consult or ask for help of other physicians who do not belong to said medical staff who render services to the beneficiary, the Contractor shall cover the expenses for contracting these specialists, provided they are practicing in Paraguay.
- C.1.1.1.3. The Contractor shall provide well known and established medical specialists and physicians to cover all medical specialties, treatment, medical procedures, studies

and tests that are provided in Paraguay at any given moment during the effective period of this Contractor including those procedures provided at the IPS (Instituto de Prevision Social).

- C.1.1.1.4. The specialists must be registered and certified by the 'Circulo Paraguayo de Medicos' and/or any other official/medical certification board and the GOP Ministry of Health for the specialty under which the incumbent will provide services within the contract.
- C.1.1.1.5. Services ordered or provided by physicians who do not belong to the Contractor's medical staff shall be free of charge for the beneficiary, if the respective order has been approved by the Contractor prior to the analyses.
- C.1.1.1.6. In case a physician of the Contractor should request services to be provided by an institution not authorized by the Contractor, this shall be free of charge for the beneficiary, if the respective order has been approved by the Contractor prior to the examination. Medicines are excluded.
- C.1.1.1.7. The services provided in hospitalization and/or intensive therapy unit also include the patient's nourishment, including regular diet, milk for children, nasogastric–enteral/ parenteral feeding, and any other special diet that the patient may need, regardless of its type provided it is required by the treating physician.
- C.1.1.1.8. Clinical History (Medical Record): Upon request the beneficiary is entitled to receive a copy of his/her and/or dependent's clinical history report from each professional, even after the expiration of the contract.
- C.1.1.2. Surgery - 100% coverage of all types of major or minor surgical operations, anesthesia, blood transfusions, medicines, disposable/ expendable medical supplies, utilitarian materials.
 - C.1.1.2.1. The Contractor shall be responsible for covering the expenses of the anesthesiologist up to the amount established by the Paraguayan Anesthesiology Society.
- C.1.1.3. Doctor Visits – 100% coverage of hospital and office calls and medical appointments; and professional services of general clinic specialists. Use of physicians and professionals not included on the Contractor's list of preferred providers would result in coverage in the amount the physicians of the Contractor's staff would receive, except in the case in which the Contractor does not have a physician or specialist for such specialty in which case such physician service and/or his/her assistants shall be free for the beneficiary.
- C.1.1.4. Hospital Outpatient Services – 100% coverage of ambulatory services, studies, treatments, simple and specialized laboratory analysis, and diagnostic studies.

- C.1.1.5. Prescription Drugs and medicines: – 100% coverage of the cost of medicines and drugs while hospitalized for which a prescription is legally required. Expenses incurred for medicines in ambulatory prescriptions, vitamins, cold remedies, etc., that are available over the counter without a prescription will not be reimbursed even if prescribed by a physician. Includes those that suppress opportunistic infections, such as tuberculosis and toxoplasmosis.
- C.1.1.5.1. All medicines/prescription drugs, disposable/expendable/ utilitarian medical supplies/materials, osteosynthesis materials, etc. and any other material provided by Contractor in connection with the contract shall be of good and best quality available. In the event that the cost for these items/products or materials shall be paid by the beneficiaries the charge shall be at regular market price as approved by the Government Of Paraguay (GOP) Ministry Of Public Health (MPH). In no event and under any circumstances the prices charged for these items shall exceed the prices approved by the GOP-MPH.
- C.1.1.5.2. The beneficiary shall have the right to choose to provide those medicines/prescription drugs, disposable/expendable/ utilitarian medical supplies/materials, osteosynthesis materials, prosthesis, etc. when these items are not covered under the contract, and the Contractor shall accept these beneficiary provided items. Although Contractor shall be required to verify the appropriateness of the medical item provided for the intended use as well as expiration dates and/or condition of prescription drugs/materials etc. before administering or implanting it to the patient as well as providing its technical advise to either use or not the material/drug provided. The Contractor in this case shall not be responsible for hidden defects the materials may have or imply (i.e. quality, operation condition, etc.) or adverse reaction, reduced affectivity, resistance, rejection etc. which is not possible or easily to anticipate.
- C.1.1.6. Obstetrical Care - 100% coverage when hospitalized for obstetrical medical care to include post-natal care and newborn care. Includes provisions for brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV to the beneficiary's child. Duration of treatment is to be determined by the employee's personal physician, following World Health Organization (WHO) and Center Disease Control (CDC) guidelines.
- C.1.1.7. Child Treatment and Services. The Beneficiary will obtain these services at medical facilities designated by the Contractor specially suited or equipped and staffed for childcare: medical appointment, operation and in-patient treatment.
- C.1.1.7.1. The Contractor shall also cover the expenses of an incubator, oxygen tent, fluorescent-lighting therapy, monitoring and all other modern elements for childcare that at any time during the effective period of the contract may be provided in Paraguay, for all the time that the case requires it in the opinion of the treating physician.
- C.1.1.8 Family Planning: Not covered.

- C.1.1.9. Ambulance Service (24 hours) - 100% coverage (extended to the entire territory of Paraguay). If ambulances are not available upon request, or do not arrive within 20 minutes of request, the beneficiary will call any other ambulance service, which will be free of charge for the beneficiary.
- C.1.1.10. Expenses Incurred Out-of-Country – Not covered.
- C.1.1.11. HIV/AIDS Treatment Coverage: 100% coverage for medications to suppress opportunistic infections, such as tuberculosis and toxoplasmosis for employees who have HIV/AIDS; as well as brief courses of anti-retroviral drugs during childbirth to prevent the transmission of HIV to the employee's child. This expanded coverage generally excludes medications for the long-term suppression of AIDS through the combination of anti-retroviral drugs at those posts with inadequate local healthcare infrastructures. A separate maximum limit per year of USD \$10,000 per employee applies to this coverage.
- C.1.1.12. Emergencies: 100% coverage of treatment, procedures and medicines received as the result of urgencies and emergencies. Treatment will be provided at the hospital nearest to the beneficiary. In this case, the beneficiary's family must inform the Contractor of the case as soon as possible (within 24 working hours of having knowledge of the event), so the physicians of the Contractor can take charge of the beneficiary and transfer the patient to one of the hospitals contracted by the Contractor, as deemed appropriate.
- C.1.1.12.1. Nursing services and consultations by emergencies. The Contractor shall provide nursing services in one or more hospitals or medical facilities listed in Section J, Exhibit A, twenty four (24) hours a day during the entire period of performance of the contract.
- C.1.1.12.2. Services outside Normal Office Hours and during Emergencies. The Medical Services contractor shall be provided 24 hours a day, 7 days per week, and 365 days per year, during the effective period of the contract. The Contractor must provide a medical/administrative staff to be contacted after normal Contractor's office hours in case of emergencies. Contractor must provide an alternate staff member to be contacted in case the primary person is inaccessible. Cellular, city phone numbers and pager to this effect shall be provided by Contractor to the COR and the beneficiaries. Contractor's staff mentioned in the clause above shall be capable of resolving any medical-administrative problems, extent of coverage, hospitalization consent, etc., and to provide authorization to proceed to third party medical staff and/or medical institutions.
- C.1.1.13. Intensive Care: 100% coverage of intensive therapy and/or poly-trauma services, therapist, medicines, supplies and materials for a period of 15 days; 50% coverage from day 16 to day 25; and 100% coverage for a private room after 25 days. Adults and children are covered. The Contractor shall provide service of intensive therapy in places properly equipped.

- C.1.1.14. Specialized Cases: 100% coverage for treatment in specialized medical centers for burn cases or contagious diseases.
- C.1.1.15. Laboratory, analysis and diagnosis: 100% coverage of analyses and test ordered by an approved physician, radiology and scans, xrays, etc. Medicines not covered. The contrast materials, serialized films, papers used for electrocardiograms and electroencephalograms or any other materials for new or established studies shall be provided to the beneficiary free of charge.
- C.1.1.15.1. In case a physician of the Contractor should request an analysis in laboratories not authorized by the Contractor, this shall be free of charge for the beneficiary, if the respective order has been approved by the Contractor prior to the analysis.
- C.1.1.15.2. The Contractor shall provide clinical and any range of analyses in the laboratories or institutions listed in Section J Exhibit A of the proposal (Contractor provides list). During hospitalization however, provided the hospital has the capacity to do it, clinical and other range of analyses including radiology and/or scan examinations shall be provided at the hospital in which the patient is hospitalized.
- C.1.1.15.3. The Contractor shall cover all expenses for the transfer of the professional to the home of the beneficiary in order to collect the material for the clinical analyses, electrocardiogram or other tests whenever the beneficiary is not able to present him/herself by his/her own means due to a disability.
- C.1.1.16. Preventative Care: 100% coverage for annual preventative service to include: physical examination, general analysis, xray and electrocardiogram. For females this includes a pap smear, bone densitometry and mammography, etc.
- C.1.1.17. Physical Therapy - 100% coverage for services prescribed by a physician.
- C.1.1.18. Psychiatric Treatment – Reserved (special fee).
- C.1.1.19. Dental Service - 100% coverage of basic dental treatments. These services are listed in Section J, Exhibit A of the proposal (Contractor provides list).
- C.1.1.20. Optical Service – 100 % coverage of examinations and eye surgery. Prescriptions, frames and lenses are not covered.
- C.1.1.21. Hearing Aids - Not covered
- C.1.1.22. NOTE: Procedures and disposable/expendable and materials/supplies for blood transfusions are covered at 100%, however, the provision of blood is not covered. Includes blood derivatives such as plasma, human albumin, serum, red cells concentrate, etc.

C.1.1.23. Deductible: None

C.1.1.24. CONTRACTOR AND CONTRACTOR'S PERSONNEL KNOWLEDGE AND EXPERIENCE IN THE WORK.

C.1.1.24.1. The Contractor shall have a minimum of five (5) years progressively responsible prior work experience in this business.

C.1.1.24.2. The Contractor shall have an office settled in the City of Asuncion properly registered under the laws of the republic of Paraguay.

C.1.1.24.3. The Contractor shall provide sufficient personnel possessing the skill, knowledge, education, training, etc. to perform the task described herein. Moreover, the Contractor shall assure that any required local licenses, permits, medical board certification etc. are obtained prior the Contractor personnel performing these services. The Contractor shall not hire off-duty Government employees who serve as inspector or Contracting Officer's Representative (COR) in their Government position, or any other persons whose employment would result in conflict of interest

C.1.1.25. Exclusions or limitations: No coverage will be made for elective cosmetic surgery; spa cures; rejuvenation cures; massage; exercise therapy; long term rehabilitative therapy; non-medical hospital charges such as telephones or television, home help, family help, or similar household assistance; fees of persons who are not licensed physicians or nurses; or services or supplies which have not been prescribed or approved by a physician or nurse.

No coverage will be made for expenses that will be reimbursed or paid directly under a host country medical program, the U.S. workers' compensation program, or any Paraguayan workers' compensation program.

No coverage will be made for expenses related to an illness or injury that is a result of an unlawful action on the part of the patient; the practice of a dangerous sport; excessive or illegal use of alcohol or drugs; drug addition; a self-inflicted wound; or service in the armed forces of any country.

Any exclusion, exception or limitation to the services provided by the Contractor under the Contractor shall be clearly spelled out by the Contractor and provided to the Government and the Beneficiaries. Services not properly listed as called under this clause shall be considered as covered under the Contractor and must be covered by Contractor.

C.1.2. RESERVED

C.1.3 Eligible Participants

C.1.3.1 Eligible Employees.

The employees eligible for the health insurance services include the following:

C.1.3.1.1 All current active employees of the United States Government, employed within the geographic boundaries of **Paraguay** paid under the Local Compensation Plan, and certified by the Contracting Officer. Eligible employees are Locally Employed Staff who are (1) working on a full time or part time basis under non-temporary direct hire appointments or under personal services agreements/Contractors that are not time limited to less than one year and (2) paid under the terms of the Local Compensation Plan. Participation is mandatory.

#C.1.3.1.2. Foreign Service Nationals (FSNs) or Locally Employed (LE) Staff employed under direct hire appointments, Personal Services Agreements (PSAs) and Personal Services Contractors (PSCs);

#C.1.3.1.3. Locally hired U.S. citizens employed under direct hire appointments, PSAs, and PSCs. (*)

#C.1.3.1.4. Third country nationals (TCNs) employed as direct hires;

#C.1.3.1.5. TCNs employed under PSAs;

#C.1.3.1.6. TCNs employed under PSCs;

#C.1.2.1.7. Locally hired U.S. citizens employed as direct hires. (*)

(*) Only if these employee categories fall under Post's Compensation Plan so certified by the COR.

C.1.3.2. Location of Employment.

The individuals covered by C.1.3.1 must be employed within the geographic boundaries of Paraguay by:

U.S. Department of State,
U.S. Agency for International Development (USAID)
Drug Enforcement Administration (DEA),
Defense Attaché Office (DAO),
Office of Defense Cooperation (ODC),
Open Source Center (OSC) former Foreign Broadcast Information Service (FBIS),
Peace Corps (PC),
Department of Justice
Department of Treasury
Federal Bureau of Investigation, or
Any other USG Agency as certified by the CO.

C.1.3.3 RESERVED

C.1.4 Individuals Not Eligible for Coverage

Not eligible are those working under temporary appointments; those working under a PSA or PSC that is time limited to less than one year; non-personal services Contractor personnel and their employees, supplied by an independent Contractor licensed to do business in Paraguay who provides services to other local organizations as well as to the U.S. Mission; employees of USAID institutional Contractors; and Peace Corps personal services Contractors as indicated in MS 743. and any other individual not falling within one of the categories of employees described in clause C.1.3 above.

C.1.5. Other Eligible Participants.

The following additional categories of persons are covered by this insurance:

C1.5.1. Dependent Coverage: Expenses incurred by an enrolled employee's eligible dependents are covered under this plan. For the purposes of this plan, an employee's dependents are defined as the employee's legal spouse (limit one), economically dependent parents, and each unmarried, economically dependent child who primarily resides with the employee unless away at school. Child is defined as the employee's natural child, adopted child, foster child, or stepchild. An eligible child will be covered until the end of the calendar year in which the child turns age 21. There is no age limit for an eligible child who is physically or mentally handicapped so as to be unable to live independently. There is no limit on the number of children covered per employee.

C.1.5.2. Special agreements between the Contractor and covered employee may be established to cover the following dependents based on an additional premium which will be paid in each case by the employee without charge to the U.S. Government.

- a. Parents of the covered employee, who are not economically dependent.
- b. Dependent children of the covered employee over twenty one (21) years old, single or married; no coverage for spouses.
- c. Parents-in-law of the covered employee.
- d. Brothers and sisters of the covered employee only, single and/or married.
- e. Grandchildren of the beneficiary employee only, single and/or married.

C.1.5.3 Retired U.S. Government Employees: USG retirees shall have the option, upon a written request addressed to Contractor and cleared by the COR to be covered by the Contractor, **at any time, by virtue of a private agreement signed between the Contractor and the retiree.** All Retired employees covered by this clause must pay the total amount of the premium to the Contractor; the Government shall not contribute to these premium payments. Retirees covered under this clause shall have all rights and benefits conceded to USG employees including coverage for spouses and the options stipulated above at same prices set for employees/beneficiary coverage.

C.1.6. Eligibility

C.1.6.1. Term of Eligibility and Effective Date

Each current active eligible employee is enrolled for health benefits under this contract upon award and thereafter during the performance period of this contract. Each new eligible employee

will be enrolled upon entering on duty with the United States Government. An employee is considered active ("on the rolls") whenever such employee is on approved leave, whether paid or unpaid.

C.1.6.2. Period of Ineligibility.

Employees and their dependents are not entitled to health benefits during any period of employment for which premiums are not paid.

Additionally, employee's dependents are not entitled to health benefits during any period of employment during which the employee was not eligible to participate.

During a period of Leave Without Pay or unpaid leave that is one pay period or less, coverage under the insurance contract will continue. The USG will pay the total premium cost to the contractor. The employee's share of the premium will be collected through payroll deduction in that or the subsequent pay period.

During a period of extended (beyond one pay period) of Leave Without Pay or unpaid leave, the employee is responsible for the full cost of the insurance premiums (employee's and the Government's share) for self and dependents. The Mission will pay the premiums directly to the contractor, and will collect the full cost from the employee.

C.1.7. Brochure Requirement.

C.1.7.1. The contractor shall provide a document (brochure/pamphlet/other written document) in **Spanish language** that sets forth a complete listing of the health insurance benefits to be provided under this contract. This brochure shall be provided in sufficient quantities so that each covered employee receives a copy. The contractor shall furnish all copies of the brochures to the COR, who will ensure that appropriate distribution is made.

C.1.7.2. The contractor shall provide the document described in C.1.7.1 to the COR not later than **30 days** after date of contract award. The Contractor shall provide additional brochures for new employees within ten (10) days of the COR's request.

C.1.7.3. The contractor assumes full responsibility for ensuring that the document described in C.1.7.1 accurately reflects the requirements of the contract, as implemented by the contractor's technical proposal. In all cases, the contract shall take precedence. Should the COR discover that the brochure contains inaccuracies, the contractor will be notified in writing; however, failure on the part of the Government to notice any inaccuracies shall in no way limit, revise or otherwise affect the requirement under this contract for the contractor to fully comply with all contract terms.

C.2.0. This section C2 is RESERVED

C.3.0 Definitions

FMO The Financial Management Officer or the paying office for all U.S. Government Agencies except AID and Peace Corps.

COR Contracting Officer's Representative (Human Resources Officer at post).

Contributory Insurance for which the employee contributes toward the premium.

Dependent The spouse, children under the age of twenty (20) years old, if they are not married and are economically dependent (child is defined as the employee's natural child, adopted child, stepchild, or foster child), as well as the parents of the employee, if economically dependent and/or living at the employee's house.

Disability, Total and Permanent A physical or mental impairment which precludes the individual from performing ordinary motor or bodily functions and which requires separation from employment. If the impairment is the result of a previous impairment, it shall be considered a continuation of the prior impairment.

Employee An individual employed by the U.S. Government, under a direct-hire appointment, personal services contract, or personal services agreement, as further defined in Section C.1.3 for health insurance.

Employer The United States Government.

GSO General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer for this contract.

Hospital An institution established and operated for the care and treatment of sick and injured persons. It provides 24-hour nursing care and has diagnostic, laboratory, treatment, and surgical facilities. Any institution which does not meet this definition is not considered a hospital.

Hospital Patient An individual who has been admitted to a hospital, is assigned a bed, and is given diagnostic tests or receives treatment for a disease or an injury.

Maximum Benefit The total amount that will be covered/paid to any one covered individual for covered medical expenses.

Customary and Reasonable Treatment A diagnostic test or medical treatment which is usually performed in the community where the individual is being treated.

Physician An individual who has graduated from an accredited medical school and is licensed to practice medicine in the jurisdiction in which the contract is to be

performed. If the individual is a medical specialist, then he or she is Board Certified in that specialty.

Surgical procedure Any invasive medical procedure by manual or instrument operation undertaken for diagnosis or treatment of a diseased patient.

SECTION D
PACKAGING AND MARKING
(Reserved)

SECTION E INSPECTION AND ACCEPTANCE

E.1. 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acqnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use a network “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4 Inspection of Services - Fixed Price (AUG 1996)

E.2. Quality Assurance and Surveillance Plan (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> #Performs all the health care/insurance services set forth in the performance work statement (PWS)	C.1.0 thru C.3.0	All required services are performed and no more than five (5) customer complaint is received per month

E.3.1 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.3.2 Standard. The performance standard is that the Government receives no more than five (5) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996) or the appropriate Inspection of Services clause), if any of the services exceed the standard.

E.3.3 Procedures.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F DELIVERIES OR PERFORMANCE

F.1. 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acqnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use a network “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

F.2 Period of Performance. The performance period of this contract is one year beginning on **the date of award or as established in the Notice To Proceed (NTP) whichever is later** with **4 (four)** one-year options to renew.

F.3 Options.

(a) The Government may extend this contract in accordance with the option clause at Section I, clause I.2, FAR Clauses Incorporated by Full Text (FAR 52.217-9, Option to Extend the Term of the Contract), which also specifies the total potential duration of the contract.

(b) The Government may exercise the option set forth at Section I, "FAR 52.217-8, Option to Extend Services".

F.4 Reports and Other Deliverables

All reports and other deliverables required under this contract shall be delivered to the following address:

**Karin McGuire – HR/COR
American Embassy Asuncion
Mariscal Lopez Ave. # 1776**

SECTION G CONTRACT ADMINISTRATION DATA

G.1. 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one Government employee, by name or position title, to take action for the Contracting Officer under this contract. This designee shall be identified as a Contracting Officer's Representative (COR). Such designation shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Human Resources Officer.

G.2 COR Duties

G.2.1 The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2.2 In addition, the COR shall maintain updated list of employees and dependents insured, which will supersede the initial list provided under this contract and as reported to the insurer, without prejudice to the ineligibility clause.

G.2.3. The COR has the additional responsibility of maintaining the eligible listing of employees and dependents for insurance coverage.

G.2.4 The COR may not change the terms and conditions of the contract. While the COR is authorized to provide the Contractor with updated listings of eligible employees and dependents, only the Contracting Officer may modify existing task orders or issue new task orders, reflecting these changes, since only the Contracting Officer can obligate funding and commit the Government.

G.3. Payment shall be made in **Guaraníes**.

G.4 Submission of Invoices and Payment

G.4.1. Invoices shall be submitted in an original and three (3) copies to the following address (designated billing office only for the purpose of submitting invoices):

**Financial Management Office (FMO)
American Embassy Asuncion
Mariscal Lopez Ave. # 1776**

G.4.2. Frequency of Payments. All funds under this contract will be obligated by issuance of task orders, as described in H.3. Each task order will fund a specific period of time and number of employees, and the task orders will be issued at the frequency described in H.3. All payments under this contract will be made at the conclusion of the period covered. Invoices may be submitted bi-weekly with payments being made bi-weekly by the Government.

G.4.3. U.S. Government Employees. The Government shall make payments directly to the contractor for all Government employees, whether or not the employee is contributing to the premium amount.

G.5 Value Added Tax VAT (IVA). The Embassy is VAT (IVA) exempted by provisions of GOP law No. 110/92. Consequently, the contractor shall NOT charge Value Added Tax – VAT (IVA) to the USG share (75%) on invoices submitted for payment. Also on these invoices, the Contractor shall enter the strip code "TDEF-006" in the block reserved for the TIN (RUC registro único del contribuyente) and text "Ley 110/92" in the body of the invoice for this to be considered a proper invoice for payment processing by the Embassy.

This VAT/IVA exemption procedure shall apply as long as GOP law 110/92 is in effect. Further VAT arrangement may be necessary later if the GOP changes the referenced law.

The Employee' share (25%) is not VAT/IVA exempted and shall include VAT/IVA charges.

G.6. REFUNDS TO THE GOVERNMENT

If at any time during performance of the contract the Government finds that the contractor has been overpaid because the number of employees and/or dependents covered has decreased, the Contracting Officer may either allow that overpayment to be credited to the Government's account or require that the contractor refund the overpayment. If the Contracting Officer requests a refund, the contractor shall make that refund to the Government within ten calendar days of receipt of the request.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 Security. On occasion, a Contractor employee may require entry into U.S. Government-owned or -operated facilities. If so, the Contractor should be prepared to provide the necessary identification to permit escorted access within that facility.

H.2 Standards of Conduct. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee is to adhere to standards that reflect credit on themselves, their employer, and the United States Government.

H.3 Ordering Procedures. The Government will issue a task order as soon as possible after contract award to identify all employees to be covered by the insurance described in this contract including dependents to be covered. The COR will make subsequent additions or deletions to this list in writing and provide the revised list to the Contractor. All such revisions shall be consolidated, and a new or modified task order will be issued by the Contracting Officer. If any changes have been made to the coverage listing, the Government anticipates issuance of a new task order on a [] monthly, [] quarterly or [X] other basis: upon any changes to the list of covered employees occur requiring an update to the list. This new task order will include all changes made since the previous task order was issued and will include any increase or decrease in necessary funding. The changes to the list of eligible individuals will supersede the initial list provided under prior task orders without prejudice to the ineligibility clause. Task orders will indicate the effective date of employment, for purposes of calculating the premium due.

Orders may be issued orally, by facsimile, or by electronic means to cover for emergencies only and shall be ratified in writing within 48 hours.

H.4. Contractor Responsibility in Claims and Reimbursement to Claimants

General. The Contractor shall be responsible for all planning, estimating, programming, project management, scheduling, dispatching, supervision, and inspection of **all** work. The Contractor shall maintain his own reference library of technical reference works and local laws and regulations, including current tariffs and registries. The Contractor shall treat the information provided by the Embassy concerning employees' personal data, medical information, and salaries as highly sensitive and not divulge any employee information to unauthorized persons. The Contractor shall establish procedures for handling medical insurance claims as follows:

(a) Administrative Records.

(1) The Contractor shall maintain medical insurance files for each covered employee and each covered dependent including receipts and proof of paid claims, requests for claim reimbursements, and accounting of covered/paid benefits, with balances of amounts remaining in the annual per person reimbursement ceiling.

(2) The Contractor shall provide the COR with the necessary claim forms for each type of benefit that can be claimed under the contract. These forms shall specify a list of documents required to be appended to each claim and otherwise provide instructions for claim filing.

(3) The Contractor shall use the English spelling of the employees' names in all transactions, including reimbursement checks.

(4) The Contractor shall send employee claim reimbursement checks to employees not later than two weeks after a claim is submitted.

(b) Medical Insurance Claims. Settlement of medical insurance shall be completed as follows:

(1) All medical claims shall be submitted directly to the Contractor by employees, through a drop box in the COR's office. The claims shall be picked up from the COR each Tuesday.

(2) The Contractor shall date stamp and screen all claims submitted on the day of receipt. If there are any missing documents or information thereby disallowing said claim to be payable, the Contractor shall notify the employee within two days, with a copy to the COR (if notification is written).

(3) The contractor shall settle the claims no later than two weeks from the date the claim is submitted to the Contractor.

(4) Settlement shall be by issuance of checks in the name of the employee for each claim submitted. Each check shall be accompanied by a form providing details of the amount reimbursed with an explanation of deductions, if any.

(5) The Contractor shall accept the employee's or dependent's choice to go for surgery to hospitals designated by the Contractor in order that the Contractor will pay the expenses directly to the hospitals.

H.5. Report Requirements. The Contractor shall provide the following reports monthly. All reports must be received by the COR no later than the 10th day of each month. These reports shall report on the previous month's activities.

(a) Employee Claims Report. The report will list all claims paid by the Contractor to a claimant, including the name of the claimant, date claim is received by the Contractor, and the amount claimed. This report shall also include all outstanding claims and a brief description of why claim has not been paid.

H.6. Miscellaneous Contractor Requirements.

H.6.1. General. The Contractor shall take all such steps as are necessary, and obtain and pay for all permits, taxes and fees as are required by the **Paraguayan** government to establish and/or operate a commercial venture locally. A contract with the U.S. Government conveys no special privileges or immunities to the Contractor. The Contractor is an independent commercial concern and not a part of the U.S. mission. The Contractor's employees are not U.S. Government employees. Registration of this contract with the **Paraguayan** government, if required by law, will be the sole responsibility of the Contractor, and any fees, taxes, or other duties shall be payable by the Contractor without recourse to the Government of the amounts thereof.

H.6.2. Licenses and Local Laws. The Contractor shall possess all permits, licenses, and any other appointments required for the prosecution of work under this contract, all at no additional cost to the Government. The Contractor shall perform this contract in accordance with local laws.

H.7 Erroneous Payments. If the Government becomes eligible for a refund of payment because of erroneous overpayment or other cause, the Contractor shall refund the amounts or use them to offset future payments owed by the Government, whichever the Government prefers. The Contractor shall refund any refunds not complete or discovered after the completion date of this contract.

H.8 Requiring Activity. The requiring activity under this contract is the U.S. Embassy **Asunción**.

SECTION I

CONTRACT CLAUSES

I.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use a network “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR’S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.222-50	COMBATTING TRAFFICKING IN PERSONS (APR 2006)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	TAXES - FOREIGN FIXED PRICE CONTRACTS (JUN 2003)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-1	DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES (AUG 1997) - ALTERNATE I (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.248-1	VALUE ENGINEERING (FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)
52.249-8	DEFAULT - FIXED PRICE SUPPLY AND SERVICE (APR 1984)

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)

652.237-71	IDENTIFICATION/BUILDING PASS (APR 2004)
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I.2. FAR CLAUSES INCORPORATED IN FULL TEXT

52.216-18	<u>ORDERING (OCT 1995)</u>
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the

Schedule. Such orders may be issued from the first day of the ongoing performance period through the last day of that performance period. See F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 ea**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **10,000 ea**;

(2) Any order for a combination of items in excess of **100, 000 ea** or

(3) A series of orders from the same ordering office within **5 (five)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (such as, includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3 (three)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **30 (thirty) calendar days**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 (five) years**.

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF
UNION DUES OR FEES (DEC 2004) (only if over \$100,000)

(a) *Definition.* As used in this clause—

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151– 188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1– 866– 667– 6572
1– 866– 316– 6572 (TTY)

To locate the nearest NLRB office, see NLRB’s website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR

part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N- 5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy

Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if

the value of orders in any calendar year of the subcontract is expected to exceed

the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the

imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September of each Government Fiscal Year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September of each Government Fiscal Year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but

retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: *

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(*) Contractor shall provide the dollar value(s) of standard coverage(s) prevailing within the local market as to the specific medical specialty, or specialties, concerned. Contractor however shall provide, as a minimum, the local standard coverage whenever such coverage becomes available during the effective period of this contract if no standard coverage is readily/locally available by the time of contractor's submission of its offer or the contract award.

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)
CLAUSES, 48 CFR CH. 6 included in full text:

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during 24 hours/7 days a week, 365 days a year upon a need for services arise except for the holidays identified below (*). Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) The Department of State observes the following days as holidays:

January	New Year's Day	(US & Paraguayan)
January	Martin Luther King's Birthday	(US)
February	Presidents' day/Washington's Birthday	(US)
March	Heroes' Day	(Paraguayan)
(March or April)	Holy Thursday	(Paraguayan)
April)	Good Friday	(Paraguayan)
May	Labor Day	(Paraguayan)
May	Independence Day	(Paraguayan)
May	Memorial Day	(US)
June	Chaco Armistice	(Paraguayan)
July	Independence Day	(US)
August	Founding Of Asuncion	(Paraguayan)
September	Labor Day	(US)
September	Victory of Boqueron	(Paraguayan)
October	Columbus Day	(US)
November	Veterans Day	(US)
November	Thanksgiving Day	(US)
December	Virgin Of Caacupe Day	(Paraguayan)
December	Christmas Day	(US & Paraguayan)

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

(*) Note: The Contractor may be required to provide services on ALL U.S. and/or local Holidays, and if required it is not entitled to any ADDITIONAL compensation except as set forth in the contract.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

SECTION J
LIST OF EXHIBITS/ATTACHMENTS

Exhibit A – HEALTH COVERAGE

SECTION K
REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) if the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is

subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

___ Sole Proprietorship;

___ Partnership;

___ Corporate Entity (not tax exempt);

___ Corporate Entity (tax exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

**K.4 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL
NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as

stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number-
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (c) applies.

[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are__ are not__ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have__have not__, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are__ are not __ presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Office may terminate the contract resulting from this solicitation for default.

K.7 RESERVED

K.8 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

: _____

Telephone Number: _____

K.9 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

K.10 DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's

Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. Submission of Offers.

This solicitation is for the provision of Health Care/Insurance services described in Sections C (Part I-Health Insurance) and J, under the terms and conditions set forth herein. .

L.2. Summary of Instructions. Each proposal must consist of the following separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies</u>
1	Executed Standard Form 33, Solicitation Offer and Award, and completed Section K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	2
2	Price Proposal and complete Section B Supplies or Services and Price/Costs	2
3	Technical Proposal containing all technical factors and subfactors	5

L.3. Delivery of Proposals and Exceptions to Solicitation. The offeror shall submit the complete offer to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 33, Solicitation, Offer and Award. Any deviation, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.4. Contents of Proposals. The proposals shall contain documents filled out in strict conformance with the detailed instructions set forth as follows:

L.4.1. Volume 1 -- Standard Form 33: Complete Blocks 12 through 18, as appropriate and fill in all the blanks in Section K of this solicitation.

L.4.2. Volume 2 -- Price Proposal and fill in Section B.

(a) Price proposal for the base year for the Health care/insurance program;

(b) Price proposal for the option years for the Health care/insurance program; however, a price proposal for an option year with no proposal for the base year will not be considered, nor will a proposal for a base period which does not include a proposal for all optional periods.

L.4.3. Volume 3 -- Technical Proposal

L.4.3.1 Management Approach

(a) Understanding of the Requirement.

(i) The offeror must demonstrate that it understands the requirement set forth in Sections C, Parts I through Section J of the solicitation. The offeror must demonstrate a

knowledge and familiarity in providing the services required in the aforementioned sections of the solicitation. For health insurance, if the proposal is for a health maintenance organization (HMO) or clinic type, describe the facilities and medical personnel that will be available. The offeror must also describe the pool of coverage (if any) in which the covered employees will be contained, and, a description of how the experience rating would be determined in regards to Section B.4.

(ii) Proposals shall contain only the benefit levels stated in Section C. Proposals offering benefit levels greater or less than those levels required in Section C may be rejected as unacceptable.

(b) Plan Administration.

The offeror must demonstrate how it plans to perform the contract, especially as it relates to:

- Providing the required health care/ insurance service
- maintaining adequate reserves to pay subcontractors (clinics, physicians, lab services etc) and/or claims, as appropriate including accounting procedures.
- administering and prompt payment of insured claims for reimbursement, or administering and taking prompt action to provide the level of required services as appropriate.
- procedures for reviewing claims (including where and how claims will be processed and settled). This shall include claims on medical services related to poor/unsatisfactory performance
- description of the system for tracking utilization of services by claimants by diagnostic or other actuarial categories/profiles
- availability of central point of contact and phone number for employees to call regarding services coverage, hospitalization order, claims or information etc.
- providing periodic reporting and accounting of financial results of the plan, services provided, customer satisfaction etc. including reporting formats
- procedures and rates for converting from group insurance to individual insurance policies (only applies if contractor is an insurance broker).
- providing the required level of health care service including
- maintaining **adequate quality and quantity of medical staff** (including adequate provision of certified specialists to cover all medical specialties, physicians, nurses, etc), **facilities** (hospitals, clinics, etc) and **medical study centers etc. throughout the contract period.**
- maintaining (adequate number of hospitals, clinics, labs for analysis, diagnosis centers, nuclear medicine, etc.
- description of the system for providing HIV and contagious disease services
- quality control assurance and implementation plan
- the overall management of the contract.

Note to Offerors: The list above is only a guidance on the information required not a comprehensive list. The Plan Administration shall be thorough in showing how the offeror plan

to provide the services and appropriate to the type of Service Company (e.g. insurance company or actual health care provider).

L.4.3.2.1. Experience and Past Performance.

List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (a) Customer's name, address, and the telephone numbers of previous contractors for whom similar insurance and services were provided;
- (b) Contract number and type of contract;
- (c) Date and place of performance of the contract and delivery dates and period of performance;
- (d) Scope of the contract, i.e., types and range of health services or insurance provided and range of population covered, as well as total dollar amount;
- (e) Brief description of the performance requirements;
- (f) Comparability to the work required under this solicitation;
- (g) Brief discussion of any major technical problems and their resolutions.

L.4.3.2.2 Licensing Information

The offeror shall include a notarized copy of the most current license/certificate/-accreditation, which demonstrates that the offeror is licensed/certified/accredited or otherwise authorized by the Government of **Paraguay** or its agent (e.g., insurance commission, board) to provide health insurance coverage to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of **Paraguay** it must demonstrate that it is licensed/certified/accredited by a government other than **Paraguay** to provide health insurance for persons in **Paraguay** and must demonstrate its capacity to provide health benefits in **Paraguay** to meet the minimum requirements and other conditions set forth in this solicitation.

This section shall demonstrate that the offeror is licensed/certified/accredited through no less than the final day of the base performance period and that the offeror is eligible for renewal for the option periods. This section shall also summarize and describe any probationary, disciplinary or actions taken upon the offeror, which are in force or are about to be imposed upon the offeror by the government of **Paraguay** or its agents.

Failure to demonstrate that the offeror is an authorized health care provider/insurance company permitted to write and administer health care services/insurance policies in **Paraguay** shall be grounds for rejection of the proposal.

L.4.3.3. Profit Sharing Credit.

The offeror shall indicate whether any health care service /insurance plan offered will be subject to participation in any profit sharing credit program, pooling agreement (including multinational agreements) or any other premium credit procedure. If this is applicable, please describe. This is for evaluation only to distinguish between otherwise equally priced, technically acceptable proposals and will not be considered in determining the lowest-priced offeror.

L.4.3.4 Employee Pool

The offeror shall describe the pool (if any) that will apply to the employees under this contract. The offeror will describe the size of the pool, whether it is a mixture of commercial and government (if applicable), alternative pools that are available in the event the economic price adjustment clause becomes effective.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acqnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.214-34 SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS
(JAN 2004)

L.6 Solicitation Provisions Included In Full Text

L.6.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a requirements type contract that contains fixed prices with economic price adjustment, resulting from this solicitation. The quantities shown in Section B are estimates only and the Government is not obligated to order the estimated quantities shown in this section.

L.6.2 ECONOMIC PRICE ADJUSTMENT

See B.4 for information relating to the economic price adjustment features of this contract.

L.6.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **the GSO secretary Elizabeth Gonzalez, American Embassy Asuncion, 1776 Mariscal Lopez Ave. Asuncion, Paraguay.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Graham L. Webster,, at telephone # (595)(21)-213715 and fax number (595)(21) 213818.**

For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

L.8. Pre-Proposal Conference

L.8.1. A pre-proposal conference to discuss the requirements of this solicitation will be held on **Jan/17/2007 at 08:30 hrs. at the Multipurpose Room, American Embassy Asuncion.** Offerors interested in attendance should contact the following individual/s:

Reinaldo J. Farina	at	(595)(21)-213715 (ext 2188)	Fax#: (595)(21)-213878	or
Montserrat Blanco	at	(595)(21)-213715 (ext 2098)	Fax#: (595)(21)-213878	

L.8.2. Offerors are urged to submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.8.3. Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

L.8.4. The Government's statements at the pre-proposal conference shall not be considered to be a change to the solicitation unless a written amendment is issued.

L.8.5. Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

L.9 FINANCIAL STATEMENT

The offeror shall provide a current statement of its financial condition, certified by a third party. This current statement shall include:

Income (profit-loss) Statement that shows profitability for the past **5 (five)** years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

L.10. 652.228-74 Defense Base Act Insurance Rates - Limitation.

As prescribed in 628.309-70(c), insert the following provision:

DEFENSE BASE ACT INSURANCE RATES - LIMITATION (JUN 2006)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for DBA insurance:

Services @ [\$6.45 per \$100 of employee compensation]; or

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid/proposal.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1. Evaluation of Proposals

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L -INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation. Acceptable proposals will be evaluated pursuant to this section, and award shall be made as set forth in M.3 below.

M.2. Overall Evaluation

Proposals will be evaluated in two phases: a technical evaluation to determine the acceptability of the offer to the solicitation technical requirements; and a price evaluation to determine the total evaluated price proposed by each offeror. The "total evaluated price" is the cumulative total of the base year insurance plus all option years for the total estimated quantity of employees specified in Section B.

The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

Note: The Offerors shall provide/include with its offer any and all documentation or information necessary to assist the Government in evaluating the factors above listed.

M.3. Award Selection

M.3.1. General. The award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition", which is incorporated by reference in Section L, award may be made based upon initial offers, without discussions. The offeror must also be licensed/certified/accredited as described in Section M.5.2 below.

M.3.2. Profit Sharing Credit Plan

In the event of equal proposals and in the event that one offeror presents an acceptable Profit Sharing Credit plan, the offeror proposing the most generous plan, in terms of benefit to the

Government will receive the award. This profit sharing credit plan will be part of the resultant contract.

M.4. Fixed Prices.

Offerors must propose fixed prices for the coverage identified in Section B – SERVICES AND PRICES. Proposals that do not include fixed prices cannot be evaluated for the total requirement and will be rejected.

M.5. Technical Evaluation. Offers will be evaluated on:

- (i) meeting each of the individual mandatory requirements/minimums for health insurance coverage specified in Section C through H and the Exhibit(s). The Government may reject, as technically, unacceptable proposals that:
 - (a) fail to provide the minimum benefits required by the solicitation; or
 - (b) offer additional benefits not required by the solicitation (even though there is no increase in the price).
- (ii) the demonstration that the offeror is licensed/certified/accredited or otherwise authorized by the government of **Paraguay** or its agent (e.g., insurance commission, board) to provide health insurance coverage to persons (to include organizations, companies, groups) within the host country. If the offeror is not licensed/certified/accredited or otherwise authorized by the government of **Paraguay**, it must demonstrate that it is licensed/certified/accredited by a government other than that of the host country to provide health insurance for persons in **Paraguay** and must demonstrate its capacity to provide health benefits in **Paraguay** to meet the minimum requirements and other conditions set forth in this solicitation; and,
- (iii) meet all other terms and conditions set forth in this solicitation.

M.6. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.7. Quantities for Evaluation

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will order the estimated quantities shown in Section B – SERVICES AND PRICES, of this solicitation.

M.8. Separate Charges

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.9 Award Without Discussions

In accordance with FAR provision 52.215-1 (included in Section L of this RFP), offerors are reminded that the Government may award this contract based on initial proposals and without holding discussions, pursuant to FAR 15.610(a).